

JANUARY 31, 2004

~~JANUARY 31, 2003~~

CONTRACT PERIOD THROUGH JANUARY 31, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AUDITS OF FINANCIAL STATEMENTS - STADIUM DISTRICT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 18, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm

Attach

Copy to: Clerk of the Board
Julie Schweigert, STAD
Sharon Tohtsoni, Materials Management

(Please remove Serial 95266/00167 from your contract notebooks)

AUDITS OF FINANCIAL STATEMENTS - STADIUM DISTRICT

1.0 **INTRODUCTION:**

1.1 INTENT

The purpose of this document is to define the general requirements of and to solicit proposals for Auditing Services for the Maricopa County Stadium District.

1.2 BACKGROUND

The Maricopa County Stadium District (the District or Stadium District) is a component unit of Maricopa County. Component units are legally separate entities for which the County is considered to be financially accountable.

The Stadium District was formed through action of the Maricopa County Board of Supervisors in September 1991 pursuant to Title 48, Chapter 26, Arizona Revised Statutes (ARS). The Stadium District and the County have the same boundaries. The Stadium District has two purposes authorized by ARS. The first is to enhance and promote major league baseball spring training in the County through the development of new, and the improvement of existing, baseball training facilities. To accomplish this purpose, the Stadium District possesses the statutory authority to issue special obligation bonds to provide financial assistance for the development and improvement of baseball training facilities located within the County. The second purpose is to construct and oversee the operation and maintenance of Bank One Ballpark, which opened in 1998. The Stadium District owns the facility.

1.3 DESCRIPTION

The Stadium District has a Board of Directors consisting of the five members of the Maricopa County Board of Supervisors, with the County Administrative Officer serving as the Executive Director of the Stadium District. The District has 5 employees. The District's fiscal year begins on July 1 and ends on June 30. The District uses the Maricopa County financial system to maintain its financial records.

1.3.1 **FUND STRUCTURE**

The District used the following fund types and account groups in its financial reporting at June 30, 2000:

Fund Type/Account Group	Number of Individual Funds	Number with Legally Adopted Annual Budgets
Special Revenue Funds	2	2
Capital Projects Funds	2	2
Debt Service Funds	1	1
General Fixed Assets Account Group	1	N/A
General Long-Term Debt Account Group	1	N/A

1.3.2 **GASB STATEMENT 34**

The District anticipates implementing GASB Statement 34 – Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments for the fiscal year ending June 30, 2002.

2.0 **SCOPE OF WORK:**

The Maricopa County Stadium District desires the audit firm to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.

This document defines the basic services required, the proposal procedures and the evaluation and award criteria, and other factors pertinent to this proposal.

Contractor shall furnish all labor, materials, and equipment necessary to perform the work required.

2.1 **OBJECTIVES:**

It is the intent of District to procure the services of the highest qualified firm(s) to audit the District's general purpose financial statements.

2.2 **WORK STATEMENT:**

The Maricopa County Stadium District is requesting proposals from qualified firms of certified public accountants to audit its general purpose financial statements for the fiscal year ending June 30, 2001, with the option of auditing its financial statements for 4 additional years. The audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards.

For a copy of the June 30, 2000 audited financial statements, contact the Maricopa County Stadium District at (602) 462-6400.

2.3 **REPORTING REQUIREMENTS:**

2.3.1 The auditor's opinion is to include the scope of the examination, the fact that the audit was performed in accordance with generally accepted auditing standards and an opinion as to whether the statements conform to generally accepted accounting principles.

2.3.2 A management letter is required and should include statements on audit findings and recommendations affecting the financial statements, internal control, accounting system, legality of actions, instances of noncompliance with laws and regulations and any other material matters. A draft of the letter is to be reviewed by the Stadium District Director and the Financial Officer prior to its release.

2.4 **WORKING PAPERS:**

All working papers of the auditors will be retained for at least five years. Such working papers will be available for examination by authorized representatives of the Maricopa County Stadium District.

2.5 **TIME REQUIREMENTS:**

The financial statements must be printed, bound and issued by August 31st. Thirty copies of the report must be provided.

2.6 **INFORMATION TO BE PROVIDED BY THE PROPOSER:**

2.6.1 Briefly state your understanding of the work to be done, description of the audit approach and illustrations of the procedures to be employed. Include a positive commitment to perform the work within the given time period.

2.6.2 State the estimated hours and cost per hour required to complete the engagement by level of staff, i.e., partner, manager, in-charge and staff accountants. This should total to the amount provided in 2.6.3.

- 2.6.3 List the not-to-exceed fee for performing the engagement.
- 2.6.4 Provide resumes, including experience, of the individuals who will be assigned to the engagement and the relevant experience of each in government auditing.
- 2.6.5 Describe prior governmental auditing experience with clients similar to the Maricopa County Stadium District. Include the names of political subdivisions.
- 2.6.6 Describe experience and efforts to prepare for GASB Statement 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.
- 2.6.7 List three references who shall be local government officials.
- 2.6.8 Describe any relationship your firm has with Maricopa County or the Stadium District.
- 2.6.9 Provide a copy of your most recent external quality control review report.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a ONE (1) year period.

3.2 OPTION TO EXTEND:

The Stadium District may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of FOUR (4), ONE (1) year options. The Contractor shall be notified in writing by the County Materials Management Department of the District's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **DISTRICT**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **DISTRICT**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **DISTRICT**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **DISTRICT**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **DISTRICT**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **DISTRICT**.

3.3.2 **INSURANCE REQUIREMENTS:**

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **DISTRICT**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **DISTRICT**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **DISTRICT**, and any insurance or self-insurance maintained by the **DISTRICT** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **DISTRICT**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **DISTRICT**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **DISTRICT** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **DISTRICT**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **DISTRICT** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **DISTRICT** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **DISTRICT'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **DISTRICT**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.3.6 Professional Liability. The **CONSULTANT** retained by the **DISTRICT** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **DISTRICT** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **DISTRICT** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **DISTRICT**.

3.6 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The District is not subject to excise tax.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County Stadium District may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The Stadium District may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The District reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE DISTRICT:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the District may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the District may terminate this Agreement. Prior to termination of this Agreement, the District shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the District herein recognized that the continuation of any contract after the close of any given fiscal year of the District which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said being the discretion of the District Board of Directors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be District employees, and that no rights of District civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the District harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the District may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the District may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the District may offset from any money due to the Contractor any amounts Contractor owes to the District for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The District reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the District.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the District first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the District shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the District, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, the District, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Stadium District shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the District all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse the Stadium District for the services not adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the District that a cost for which payment has been made is a disallowed cost, the District shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the District either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County Stadium District.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the District agrees to reimburse the Contractor but only for actual and documented costs incurred by the Contractor due to and after issuance of the Purchase Order. The District will not reimburse the Contractor for any costs incurred after receipt of notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The District shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The District shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to District property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of the Stadium District.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on District property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless District actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the District to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County Stadium District reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the District's delivery requirements, as called for in the Technical Specifications. Maricopa County Stadium District reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County Stadium District is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY STADIUM DISTRICT**. If a notification IS not made of said price reductions, upon discovery Maricopa County Stadium District shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount which the District was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The District may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

HEINFELD & MEECH, P.C. 6740 N. ORACLE RD, SUITE 100, TUCSON, AZ 85704

PRICING : P089521

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ N/A ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

FISCAL YEAR 2001	<u>UNIT PRICE</u>	<u>UNITS</u>	<u>EXT. PRICE</u>
Partner	\$ 100.00	15 hour	\$ 1,500.00
Manager	\$ 86.00	45 hours	\$ 3,870.00
Senior	\$ 67.00	50 hours	\$ 3,350.00
Staff	\$ 47.00	110 hours	\$ 5,170.00
			<u>\$ 13,890.00</u>

UPON GASB STATEMENT NO. 34 IMPLEMENTATION:

FISCAL YEARS 2002-2005

PRICING FOR EACH FISCAL YEAR	<u>UNIT PRICE</u>	<u>UNITS</u>	<u>EXT. PRICE</u>
Partner	\$ 100.00	25 hours	\$ 2,500.00
Manager	\$ 86.00	60 hours	\$ 5,160.00
Senior	\$ 67.00	70 hours	\$ 4,690.00
Staff	\$ 47.00	135 hours	\$ 6,345.00
			<u>\$ 18,695.00</u>

Terms: NET 60

Federal Tax ID Number: 86-0558065

Telephone Number: 520/ 742-2611

Fax Number: 520/ 742-2718

Contact Person: Gary Heinfeld, CPA, Managing Partner

Vendor Number: 860558065

E-mail Address: gary@heinfeldmeech.com

Company Web site: www.heinfeldmeech.com

Contract Period: To cover the period ending **January 31, 2002 2003 2004.**

